

# **Exhibit B**

May 25, 2017

**VIA E-MAIL**

Cardwell Distributing, Incorporated  
c/o UFS Management  
3950 S 700 E, Suite 100  
Salt Lake City, UT 84107  
Attention: Jacob Kingston and Isaiah Kingston  
Email: [jacob@wrebiofuel.com](mailto:jacob@wrebiofuel.com) and [Isaiah@wrebiofuel.com](mailto:Isaiah@wrebiofuel.com)

Re: Indemnification Claim Notice

Dear Jacob and Isaiah:

This notice is being sent pursuant to that Section 5.1 of the Asset Purchase Agreement (the “Purchase Agreement”), dated September 2, 2016, by and among RelaDyne West, LLC, a Delaware limited liability company (the “Purchaser”), Cardwell Distributing, Incorporated, a Utah corporation (the “Company”), United Fuel Supply L.L.C., a Nevada limited liability company and shareholder of the Company (the “Shareholder”), and for purposes of Sections 6.2, 6.3, 6.10 and Article V, each of Isaiah Kingston and Jacob Kingston, as amended by that certain Amendment No. 1 dated September 28, 2016. Capitalized terms used but not defined herein will have the meaning given to them in the Purchase Agreement.

Following the closing that occurred on September 30, 2016 (the “Closing”), the Purchaser paid on behalf of the Company excise taxes and sales tax that relate to a period prior to the Closing in the aggregate amount of \$813,212.50 (the “Unpaid Taxes”). A summary of the Unpaid Taxes is set forth on Exhibit A attached hereto.

The Unpaid Taxes constitute Excluded Liabilities under the Purchaser Agreement, and the Purchaser was permitted to pay such Excluded Liabilities on behalf of the Company in accordance with Section 6.5 of the Purchase Agreement. Pursuant to Section 5.1 of the Purchase Agreement, the Company, the Shareholder and the Joinder Parties are required to indemnify, defend and hold harmless the Purchaser from all Damages relating to the Excluded Liabilities. Therefore, the Purchaser is entitled to Damages in the aggregate amount of \$813,212.50.

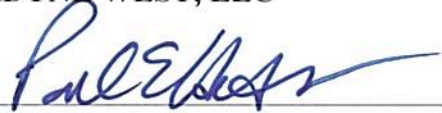
If you are in agreement with the above, please pay to the Purchaser the aggregate amount of \$813,212.50 by wire transfer of immediately available funds in accordance with the below wire instructions. Otherwise, please be advised that we intend to enforce our rights to indemnification under the Purchase Agreement and pursue all remedies thereunder.

Bank Name:	U.S. Bancorp
Account Number:	153910949731
ABA Number:	123000848
Account Name:	RelaDyne LLC Concentration Account

Please contact me if you have any questions about this letter.

Sincerely,

**RELADYNE WEST, LLC**

By: \_\_\_\_\_

Name: Paul Helton

Title: Chief Financial Officer, Vice President, Secretary & Treasurer

cc: Larry Stoddard (via fax 513-489-0401)  
Sean Kearney (via fax 612-492-7077)  
Daniel Weintraub (via fax 617-859-1600)

**EXHIBIT A**  
**UNPAID TAXES**

Tax Returns Settled by RelaDyne West LLC  
Since September 30, 2016 (Post-Closing)

**Excise Tax Owed by Sellers**

Utah	August	\$ 309,166.00
Utah	September	293,792.00
Idaho	September	22,967.00
Colorado	September	643.49
Nevada	September	(956.73)
Wyoming	September	60,996.82
Wyoming	September	(5,481.08)
Excise Total		681,127.50

<b>Sales Tax Returns Owed by Sellers</b>	September	132,085.00
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**Summary Totals:**

<b>Total Owed by Sellers</b>	<b>\$ <u>813,212.50</u></b>
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